

MEMORANDUM OF AGREEMENT ,
BETWEEN THE
UNITED STATES DEPARTMENT OF THE ARMY
AND THE
UNITED STATES COAST GUARD

PURPOSE AND AUTHORITY

This Memorandum of Agreement (MOA) is entered into by and between the United States Department of the Army (DA) and the United States Coast Guard (USCG) for the purpose of establishing respective responsibilities of the parties for delivering engineering, construction, and real estate services, and such other related work as may be agreed upon in the future. This MOA is entered into pursuant to the Economy in Government Act, 31 U.S.C. 1535, and 10 U.S.C. 3036(d).

INTERAGENCY COMMUNICATIONS

To provide for consistent and effective communication between the DA and the USCG, the DA and the USCG shall each appoint field representatives to discuss and consider activities that may be pursued under this MOA.

The DA and the USCG field representatives shall coordinate all requests for assistance under this MOA and shall serve as the points of contact between the DA and the USCG on matters relating to this MOA.

The DA and the USCG field representatives shall conclude mutually agreed upon individual support agreements (ISAs) pertaining to the requests. Services will be furnished in accordance with the terms and conditions of such ISAs. The ISAs shall describe in detail the scope of the services to be provided, schedules, necessary funding arrangements, individual project managers, and such other particulars as are necessary to describe clearly the obligations of the parties with respect to the requested services. The authorized representative of each party shall agree to the ISA prior to the initiation of services by the DA.

PROVISION OF ASSISTANCE

Nothing in this MOA is intended to affect ongoing arrangements between the parties. Nothing in this MOA can be or should be construed to require the USCG to use the services of the DA, or to require the DA to accept assignments from the USCG.

A. Responsibilities of the Department of the Army

The DA may provide the USCG appropriate services as may be requested. Such services shall be provided in accordance with the purpose, terms, and conditions of this MOA, with specific responsibilities set forth in ISAs that specify one or more individual tasks. The DA shall use its best efforts to provide the USCG with the technical services necessary to achieve project objectives within budget and on schedule. Support will be provided to the USCG through a combination of contract and in-house effort. The DA shall inform the USCG of all contracts entered into under this MOA. Periodic financial and project status reports shall be provided by the DA pursuant to the agreed upon terms of each subsequent ISA.

B. Responsibilities of the U.S. Coast Guard

The USCG shall have responsibility for requesting ISAs and developing initial project concepts and creating the scope of work statement.

The USCG shall assist the DA in obtaining access to construction sites, rights of entry, and support facilities as required.

The USCG shall make available to the DA any Government furnished material and equipment available to expedite construction. The USCG will, if required by the Office of Management and Budget, confirm the DA manpower requests for tasks assigned in the ISAS.

FUNDING

The USCG will provide funding resources for all costs associated with the DA's provision of assistance. Major funding transfers, of \$250,000 or more, will be

accomplished by using SF 1151, Nonexpenditure Transfer Authorization. The SF 1151 will be prepared and forwarded to CDR HQUSACE (CERM-FC) Washington, D.C 20314-1000 for allotment. For individual tasking less than \$250,000 in total or less than \$50,000 in contracts, funding will be provided by reimbursable order with billings to be made either by SF 1080, Voucher for Transfers Between Appropriations and/or Funds, or SF 1081, Voucher and Schedule of Withdrawals and Credits.

Funding may also be accomplished by use of a direct fund cite from the USCG. If the actual cost to the DA is forecast to exceed the amount of funds available, the DA shall promptly notify the USCG of the amount of the additional funding necessary to pay for the assistance. The USCG shall either provide the additional funds to the DA, or require that the scope of assistance be limited to that which can be financed by the available funds, or direct termination of the project. Upon furnishing the assistance contemplated by the ISAS, the DA shall conduct a final accounting within 120 days of project completion to determine the actual costs of the assistance provided. The DA shall return any funds advanced by the USCG in excess of the actual costs within 90 days of the final accounting.

APPLICABLE LAWS

The DA shall furnish all assistance under this MOA in accordance with applicable U.S. laws and regulations, and any applicable U.S. executive agreements. Unless otherwise required by law, all contractwork undertaken by the DA shall be performed in accordance with the DA procurement and claims policies and procedures.

RECORDS AND REPORTS

The DA shall establish and maintain records and receipts of the expenditure of all funds provided by the USCG. Records shall be maintained in sufficient detail to permit identification of the nature of expenditures made by the DA and shall be made available for inspection by officials of the USCG upon request.

The DA shall provide the USCG with project progress, financial, and related status reports on tasks agreed upon in the ISAS, including providing financial reports on all funds received, obligated, and expended. Frequency of reports will be agreed upon in

subsequent ISAS.

CLAIMS AND DISPUTES

All claims submitted by contractors arising under or relating to contracts awarded by the DA shall be resolved in accordance with United States law and the terms of the individual contract. The DA has dispute resolution authority for these claims. Any contracting officer's final decision pursuant to such a claim may be appealed by the contractor pursuant to the Contract Disputes Act of 1978 (41 U.S.C. 601-613). The Corps of Engineers Board of Contract Appeals (ENG BCA) is designated as the appropriate board of contract appeals.

In lieu of appealing to the ENG BCA, the contractor may bring an action directly to the United States Claims Court. The DA shall be responsible for litigating all such appeals. The DA shall consult with the USCG regarding any settlement negotiations.

The DA shall notify the USCG of meritorious claims or appeals and shall submit requests to the USCG for funds to cover such claims or appeals. The USCG shall promptly provide such funds as are necessary to pay the costs of meritorious claims or appeals.

PUBLIC INFORMATION

Justification and explanation of the USCG programs before Congress and the Executive Branch shall be the responsibility of the USCG. The DA will provide, upon request, information to support contacts with Congress and the Executive Branch. The DA will make public announcements and respond to all inquiries relating to the ordinary procurement and contract award and administration process.

EFFECTIVE DATE, AMENDMENT AND TERMINATION

This MOA is effective upon the date of the last signature by the parties. This MOA may

be modified or amended only by written agreement.

Either the DA or the USCG may terminate this MOA by providing sixty calendar days written notice. In the event of termination, the DA and the USCG shall consult with each other concerning all claims for termination costs; however, the USCG shall continue to be responsible for all costs incurred by the United States under this MOA, or under the ISAS, and for the costs of closing out or transferring any ongoing contracts.

Department of the Army
Nancy P. Dorn
/signed/
Assistant Secretary of the Army
(Civil Works)
Date: 10/4/91

United States Coast Guard
RADM P. A. Bunch, USCG
/signed/
Chief, Office of Engineering
Logistics & Development
Date: 10/4/91